



**STATE OF MARYLAND**  
**MARYLAND STATE RETIREMENT AGENCY (AGENCY)**  
**SMALL PROCUREMENT SOLICITATION**

**ELECTION SERVICES**  
**SOLICITATION NO. SRA 22-04**  
**ISSUE DATE: SEPTEMBER 29, 2021**

**NOTICE TO CONTRACTORS**  
**THIS IS DESIGNATED AS A SMALL PROCUREMENT IN ACCORDANCE WITH**  
**COMAR 21.05.07**

**NOTICE**

A Prospective Contractor that has received this document from a source other than eMaryland Marketplace Advantage (eMMA) <https://procurement.maryland.gov>, should register on eMMA. See **Section 1.3**.

**MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO  
RESPOND TO THIS SOLICITATION.**

**STATE OF MARYLAND  
MARYLAND STATE RETIREMENT AGENCY  
SOLICITATION KEY INFORMATION SUMMARY SHEET**

<b>Small Procurement Solicitation:</b>	<b>SERVICE:</b> Election Services
<b>Solicitation Number:</b>	<b>SRA 22-04</b>
<b>Solicitation Issue Date:</b>	<b>September 29, 2021</b>
<b>Issuing Office:</b>	<b>Maryland State Retirement Agency (MSRA or the “Agency”)</b>
<b>Procurement Officer:</b>	<b>Margie J. Gordon, CPPB, CMPO Maryland State Retirement Agency 120 E. Baltimore Street, 16<sup>th</sup> floor Phone: 410-625-5656 E-mail: <a href="mailto:procurement@sra.state.md.us">procurement@sra.state.md.us</a></b>
<b>Contract Manager:</b>	<b>Patrick Broadwick Maryland State Retirement Agency 120 E. Baltimore Street, 16<sup>th</sup> floor Phone: 410-659-8409 E-mail: <a href="mailto:pjbroadwick@sra.state.md.us">pjbroadwick@sra.state.md.us</a></b>
<b>Bids are to be sent to:</b>	<b>Submit Via eMMA</b>
<b>Questions Due Date and Time</b>	<b>October 8, 2021, 2:00 P.M. Local Time</b>
<b>Bid Due (Closing) Date and Time:</b>	<b>October 19, 2021, 2:00 P.M. Local Time</b>
<b>Public Bid Opening Date, Time and Location</b>	<b>October 19, 2021, 2:00 P.M. Local Time Via Microsoft Team Online Conference Contact <a href="mailto:Procurement@sra.state.md.us">Procurement@sra.state.md.us</a> for info on how to attend Virtual Meeting.</b>
<b>Procurement Type:</b>	<b>Small Procurement</b>
<b>Contract Type:</b>	<b>Fixed-Price Contract (per COMAR 21.06.03.03.B (1))</b>
<b>Contract Duration:</b>	<b>One (1) year, with no renewal options, effective on the Notice to Proceed Date.</b>
<b>Primary Place of Performance:</b>	<b>Maryland State Retirement Agency 120 E. Baltimore Street, 16<sup>th</sup> Floor Baltimore, MD 21202</b>

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## **SECTION 1 - GENERAL INFORMATION**

### **1.1 Background and Purpose**

The Maryland State Retirement Agency administers the Maryland State Retirement and Pension System (“MSRPS”), which consists of several qualified governmental defined benefit retirement plans for public sector employees throughout the State of Maryland. The System provides retirement allowances and other benefits to State employees, teachers, judges, legislators, state police, law enforcement officers, correctional officers, and employees of participating governmental units (PGUs), participating municipal corporations, local boards of education, libraries, and community colleges within the State. The combined systems’ net assets held in trust to pay pension benefits now total approximately \$67.6 billion (unaudited) as of June 30, 2021. Additionally, the System has in excess of 411,000 participants, of which approximately 194,311 are active members, administered by a full time staff of approximately 200 employees. Responsibility for the System’s administration and operations is vested in a 15-member Board of Trustees (Board) made up of public officials, elected representatives of State employees and retirees, and appointed representatives of participating governmental units and the public.

#### **1.1.1 Project Goals**

In accordance with SPP §21-104 and Code of Maryland Regulations 22.03.01, the Agency is issuing this solicitation to obtain a Contractor to provide election services for one secret ballot election. The election is for one member for the Board of Trustees for the Maryland State Retirement and Pension System. A secret ballot election is only required when there is more than one candidate for an office. To lower costs and encourage greater participation, the Contractor must have the capability to utilize electronic methods of voting, using the internet and/or an interactive voice response (IVR) telephone system. It is anticipated that a small portion of the population will vote by paper ballot only. However, the selected Contractor must have the capability to conduct an election entirely via paper ballots, if necessary. The Contractor shall make certain that proper controls are utilized to ensure the integrity of the election, as further explained in the Solicitation.

### **1.2 Procurement Officer and Contract Manager**

The Procurement Officer is the sole point of contact in the State for purposes of this Solicitation prior to the award of any Contract. The name and contact information of the Procurement Officer are indicated in the Key Information Summary Sheet (near the beginning of the Solicitation, after the Title Page and Notice to Vendors). The Agency may change the Procurement Officer at any time by written notice.

The Contract Manager is the State representative for this Contract who is primarily responsible for Contract administration functions after Contract award. The name and contact information of the Contract Manager are also indicated in the Key Information Summary Sheet (near the beginning of the Solicitation, after the Title Page and Notice to Vendors). The Agency may change the Contract Manager at any time by written notice.

### **1.3 eMaryland Marketplace Advantage**

In order to receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to <https://procurement.maryland.gov>, click on “Login and Register” under Quick Links to begin the process, and then follow the prompts.

#### 1.4 Questions

Questions to the Procurement Officer shall be submitted via e-mail prior to the Proposal due date to the following e-mail address: [procurement@sra.state.md.us](mailto:procurement@sra.state.md.us). Please identify in the subject line the Solicitation Number and Title.

Time permitting, answers to all substantive questions that are not clearly specific only to the requestor, will be distributed to all vendors that are known to have received a copy of the Solicitation in sufficient time for the answer to be taken into consideration in the Proposal.

#### 1.5 Proposals Due (Closing) Date and Time

Proposals must be received by the Procurement Officer at the Procurement Officer's address and no later than the Proposal Due Date and Time indicated in the Key Information Summary Sheet (near the beginning of the Solicitation, after the Title Page and Notice to Vendors) in order to be considered. Requests for extension of this time or date will not be granted.

Contractors may either mail or hand-deliver Proposals. For U.S. Postal Service deliveries, any Proposal that has been received at the appropriate mailroom, or typical place of mail receipt, for the respective procuring unit by the time and date listed in the Solicitation will be deemed to be timely. **Proposals may not be submitted by e-mail or facsimile.**

#### 1.6 Revisions to the Solicitation

If it becomes necessary to revise this Solicitation before the due date for Proposals, the Agency shall endeavor to provide addenda to all prospective Contractors that were sent this Solicitation or which are otherwise known by the Procurement Officer to have obtained this Solicitation. In addition, addenda to the Solicitation will be posted on <https://procurement.maryland.gov> (eMMA).

Failure to acknowledge receipt of an addendum does not relieve the Contractor from complying with the terms, additions, deletions, or corrections set forth in the addendum.

#### 1.7 Cancellations

The Agency reserves the right to cancel this Solicitation.

#### 1.8 Protest/Disputes

Any protest or dispute related, respectively, to this Solicitation or the resulting Contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

#### 1.9 Mandatory Contractual Terms

By submitting a Proposal in response to this Solicitation, a Contractor, if selected for award, shall be deemed to have accepted the terms and conditions of this Solicitation and the Contract, attached hereto as **Attachment D**. Any

exceptions to this Solicitation or the Contract, may result in having the Proposal deemed unacceptable, or classified as not reasonably susceptible of being selected for award. **The Agency reserves the right to accept or reject any exceptions.**

#### **1.10 Contract Affidavit**

All Contractors are advised that if a Contract is awarded as a result of this Solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as **Attachment E** of this Solicitation. This Affidavit must be provided within five (5) Business Days of notification of recommended award. For purposes of completing Section “B” of this Affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), a business entity that is organized outside of the State of Maryland is considered a “foreign” business.

#### **1.11 Non-Disclosure Agreement**

All Contractors are advised that this solicitation and any resultant Contract(s) is subject to the terms of the Non-Disclosure Agreement (NDA) contained in this solicitation as **Attachment C**. This Agreement must be provided within five (5) Business Days of notification of proposed Contract award; however, to expedite processing, it is suggested that this document be completed and submitted with the Proposal.

#### **1.12 Small Procurement Designation**

In accordance with COMAR 21.05.07, this solicitation has been designated a Small Procurement, because the anticipated costs of the required services are reasonably expected to cost \$50,000 or less.

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## **SECTION 2 – MINIMUM QUALIFICATIONS**

### **2.1 Bidder Minimum Qualifications**

To be considered reasonably susceptible of being selected for award, the Bidder must document in its Bid that it satisfies the following Minimum Qualifications:

- 2.1.1 The Bidder shall have no less than two (2) years' experience within the past five (5) years in providing election services using any of the following voting methods: Integrated Voice Response (IVR) system, paper ballots, and electronic voting via the internet for a minimum of 100,000 voters.

Required Documentation: As proof of meeting this requirement, the Bidder shall provide with its Bid two (2) references that collectively attest that the Bidder has met this requirement. For each reference, Bidder must provide:

- 2.1.1.1 Client name and contact information (phone number, email address),
- 2.1.1.2 How many voters,
- 2.1.1.3 Type of election services provided (IVR, paper ballots, electronic voting via internet), and
- 2.1.1.4 Duration of contract or other engagement.

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## **SECTION 3 – SCOPE OF WORK**

### **3.1 Scope of Work – Requirements and Tasks**

#### **3.1.1 Agency Requirements**

- 3.1.1.1 Appoint a Contract Manager. The Contract Manager shall be assigned to represent the Agency, be responsible for oversight of the Election Services, and be available on a daily basis to address any and all concerns regarding this agreement. The Contract Manager shall coordinate and manage all activity, services, and deliverables associated with this Agreement. The Agency may replace the Contract Manager with written notice to the Contractor.
- 3.1.1.2 Provide an Electronic Data File to the Contractor by March 14, 2022:
  - 3.1.1.2.1 The data file shall be in Microsoft Excel (.xls), Plain-Text (.txt) or XML format (.xml) and shall be agreed upon by both parties.
  - 3.1.1.2.2 The size of the data file may vary depending upon the number of eligible voters in the election; however, the Contractor should be aware that the data file may contain as many as 200,000 records.
  - 3.1.1.2.3 The Agency will upload the data file to a secure website that the Contractor provides and maintains.
  - 3.1.1.2.4 The data file will contain at least the following information: the eligible voter's first and last name, address (including street, city, state and zip code), day of birth, SRA System, SRA location, SRA Status and the last 4 digits of his or her Social Security Number.
- 3.1.1.3 Provide a bulk mailing permit for all domestic mailings.
- 3.1.1.4 Provide the Contractor with pertinent information to be placed on the electronic copy of the ballot to be mailed.
- 3.1.1.5 Approve the voter ballot packet and voter notification packet (see 3.1.2.6) within 7 days of receipt from the Contractor.
- 3.1.1.6 Provide the names and biographies of the candidates for election to the Contractor by March 14, 2022, or no later than 7 days after the ratification of this agreement, whichever is later. The candidates' names and biographies shall be provided to the Contractor via an e-mail message.
- 3.1.1.7 Perform a test of the IVR and website using the PINs provided by the Contractor.
- 3.1.1.8 Review all questionable ballots and provide instructions to the Contractor as to how those ballots shall be handled.
- 3.1.1.9 Notify the Contractor no later than August 5, 2022, if a recount of ballots is required.

#### **3.1.2 Contractor Requirements**

The Contractor must:

- 3.1.2.1 Appoint an Account Manager. The Account Manager shall be assigned to represent the Contractor, be responsible for oversight of the Election Services, and be available on a daily



basis to address any and all concerns regarding this Agreement. The Account Manager shall coordinate and manage all activity, services, and deliverables associated with this Agreement. The Account Manager shall not be replaced or removed from this position without the written consent of the Contract Manager.

- 3.1.2.2 Appoint a Back-up Contact to assume the duties of the Account Manager in his/her absence.
- 3.1.2.3 Provide all the equipment, computer software and staffing necessary to receive and calculate ballots through an Interactive Voice Response (IVR) system and/or the internet, and, as needed, paper ballots.
- 3.1.2.4 Have the capability to conduct an election entirely via paper ballots in the event that the Board of Trustees revokes its authorization to conduct electronic balloting at any time before or during the course of this Agreement.
- 3.1.2.5 Ensure that the notification packets are constructed in such a way that the packets do not weigh more than one ounce.
- 3.1.2.6 Mail the Notification Packet to eligible voters. This packet should notify the eligible voters of any pertinent details concerning the election, which includes: voting dates, assigned identification number and PIN number; and, instructions on how to vote by IVR telephone system or through the internet. The notification packet will consist of a personalized letter and voting instructions printed front and back of an 8 ½" x 11" sheet of paper and also include contact information for customer support in the event that assistance is required. The notification packet shall also include a candidate biography page that will be printed on 8 ½" x 11" letter sized paper, depending on the number of candidates this could be printed front and back or on multiple sheets of "8 ½ x 11" paper.
- 3.1.2.7 Provide all paper stock and other printing supplies.
- 3.1.2.8 Sort in zip code order the notification packets, stuffed in the correct envelopes and sealed. Envelopes must be metered and barcoded prior to placing them in approved mail trays, which the Contractor can obtain from any United States Postal Office facility free of charge. Envelopes must be pre-sorted to maximize the postage discount.
- 3.1.2.9 Comply with all current United States Postal Service requirements including, but not limited to Coding Accuracy Support System (CASS) certification.
- 3.1.2.10 Provide copies of the United States Postal Service Mailing Transaction Receipt form 3607R and the Postage Statement-First Class Mail and First-Class Package Service Receipt form 3600-FCM for proof of delivery. A copy of these proofs of delivery must be scanned and emailed to the Agency's Contract Manager within 3 business days of completion.
- 3.1.2.11 Provide customer support during the voting period to address technical or miscellaneous issues. At a minimum, customer support must include:
  - 3.1.2.11.1 A toll free customer support telephone line staffed with live representatives that are available to speak with members Monday through Friday throughout the hours of 8:00am and 6:00pm EST during the voting period.

3.1.2.11.2 A voice mail service for calls received outside of the hours of Monday through Friday 8:00 am to 6:00 pm EST; and

3.1.2.11.3 Assistance via electronic mail.

At no time should customer service address the candidates or the election in general.

3.1.2.12 Ensure the election web application and/or the IVR contain the following features and requirements to ensure the Agency's expectations are met regarding the voters' web and IVR experience with respect to data confidentiality, availability, usability, stability, etc.

3.1.2.12.1 Ensure the election website is compatible with most versions of commonly used web browser software (e.g., Internet Explorer, Mozilla Firefox, Safari, Opera, Google Chrome, etc.).

3.1.2.12.2 Ensure the election website and IVR system allow the voter to re-authenticate if the voter fails to successfully cast his/her vote either during the initial or subsequent attempts.

3.1.2.12.3 Ensure the voter ID will be locked out and prevented from authentication to the website and IVR after four (4) unsuccessful attempts. Voters who are locked out must contact the Contractor's Customer Service to verify their identity.

3.1.2.12.4 Actively monitor the election website and IVR to prevent any loss of data confidentiality, integrity, or availability due to Internet-born attacks or hacking attempts.

3.1.2.12.5 Ensure the application will be specifically protected from known security vulnerabilities such as SQL injection and Cross-site scripting (XSS) type attacks, through a regular regime of application testing.

3.1.2.12.6 Ensure the electronic voting application integrates non-repudiation protections designed to positively identify each voter and record all actions associated with his/her voting selections, through system auditing and logging mechanisms. Applicable logging mechanisms shall be in place to record voter activities beginning at the authentication process at the web interface, downstream through the application tiers, and concluding at the backend database where the final votes are tabulated and stored.

3.1.2.12.7 Set-up a test walk through of the IVR and website no later than April 4, 2022. This includes providing the Agency with test PIN numbers to log into the IVR and website and cast multiple test ballots in each. These ballots shall not be counted with the actual ballots cast.

3.1.2.12.8 Preserve and protect database server logs containing authentication and voter transaction information during the election. The Contractor must make the logs available to the Agency after the election.

3.1.2.12.9 Forward all questionable ballots to the Contract Manager as they are received.

3.1.2.12.10 Email notification packets to verified eligible voters with valid email addresses if original mailed packet is returned. If a valid e-mail address is not provided, then re-mail the notification packet to the eligible voter. The Contractor shall maintain a log of eligible voters that were emailed information from the Contractor.

3.1.2.12.11 Employ a balloting system that contains safeguards against ballot tampering.

- 3.1.2.12.12 Assure that the identities of voters are not revealed, that each voter is eligible to vote in the election, and that each voter casts only one valid ballot.
- 3.1.2.12.13 Add the individual voter identification numbers, PINs, and the voting instructions to the Agency-supplied electronic notification packet. The Contractor shall submit a sample of the completed notification packet to the Contract Manager for approval no later than 7 days after receipt of the electronic notification packet from the Agency. Once the packet has been approved by the Agency's Contract Manager, the Contractor shall print and mail the notification packets as per the Agency Election Schedule (see Attachment F):
  - 3.1.2.12.13.1 The purpose of the notification packet is to notify the eligible voters of any pertinent details concerning the election.
  - 3.1.2.12.13.2 The notification packet should clearly communicate the following: the voting dates; the assigned identification number and PIN number; and instructions on how to vote by telephone (IVR) or through the internet.
  - 3.1.2.12.13.3 The notification packet shall include a candidate biography page and shall be printed on 8 ½" x 11" letter sized paper. The Contractor should be aware that the notification packet may require more than one page. The length of the letter may vary with the number of candidates for election.
- 3.1.2.12.14 The notification packet shall also include contact information for customer support in the event that assistance is required.
- 3.1.2.13 Ensure that the scheduled mailing shall be mailed on the same date according to the schedule developed by the Agency.
- 3.1.2.14 Provide an analysis of general voter statistics by June 30, 2022 as follows:
  - 3.1.2.14.1 The analysis shall include, but is not necessarily limited to, the total number of ballots cast, total number of invalid ballots, total number of questionable ballots, total valid ballots, and total ballots returned by the USPS (United States Postal Service) as undeliverable.
  - 3.1.2.14.2 Provide a breakdown of the number of voters by age, status, and employer location code.
  - 3.1.2.14.3 Provide a report of the activity generated from the customer service system, including, but not limited to, inbound calls and e-mails received from voters. These reports shall detail any work orders or trouble tickets generated, a description of the problems identified, and the solutions used to resolve said problems.
  - 3.1.2.14.4 Submit the aforementioned reports in an electronic file format, or through a secure website. The use of spreadsheets, charts or graphs to illustrate data is encouraged.
- 3.1.2.15 Provide a process for the validation of all ballots.
  - 3.1.2.15.1 A valid ballot is a ballot cast by an eligible voter during the voting period.
  - 3.1.2.15.2 A questionable ballot is a ballot in which the Contractor or Contractor's personnel is unable to match the voter's identification number with the list of eligible voters provided by the Agency. A ballot is also questionable if an eligible voter submits multiple votes.

- 3.1.2.15.3 An invalid ballot is a ballot in which the candidate designated by an eligible voter cannot be determined and a ballot in which more than one candidate is designated in the same election.
- 3.1.2.15.4 Forward all invalid and questionable ballots to the Contract Manager for review.
- 3.1.2.16 Submit to the Executive Director of the Agency, no later than July 6, 2022, a tabulation of the ballots, which shall include a certification of the validity and accuracy of the results. The tabulation shall also include the total number of valid ballots cast and the total number of valid ballots cast for each candidate.
- 3.1.2.17 Retain and preserve all voting records for a period of 45 days following the announcement of the results. After the retention period has expired, the Contractor shall destroy all records of the election and certify to the Agency that no eligible voters' names, addresses or any other confidential information has been retained.
- 3.1.2.18 Provide for a recount of the ballots in the event of a challenge by an unsuccessful candidate within 15 days after certification of the election results.
- 3.1.2.19 Communicate immediately to the Contract Manager, either orally or in writing, any problems encountered during the election or the tabulation of ballots:
- 3.1.2.19.1 Notification by telephone is considered as acceptable oral communication and a statement via electronic mail is considered acceptable written communication.
- 3.1.2.19.2 Examples of problems that must be reported immediately include, but are not limited to, breach of data security, delays in the mailing of letters or ballots, internet or IVR telephone system inaccessibility or inoperability, and difficulty among the voters with logging into the website or the IVR telephone systems.

## **3.2 Invoicing**

### **3.2.1 General**

- (a) All invoices for services shall be verified by the Contractor as accurate at the time of submission and signed by the Contractor before submitting to the Contract Manager. All invoices shall include the following information:
- Contractor name and address;
  - Remittance address;
  - Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
  - Invoice period (i.e. time period during which services covered by invoice were performed);
  - Invoice date;
  - Invoice number;
  - Agency assigned (Purchase Order number(s));
  - Goods or services provided;
  - Amount due; and
  - Any additional documentation required by regulation or the Contract.

- (b) Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.

3.2.2 **Address for Invoices.** The invoice must be sent electronically to the Contract Manager ([pjbroadwick@sra.state.md.us](mailto:pjbroadwick@sra.state.md.us)) and the Procurement Officer ([procurement@sra.state.md.us](mailto:procurement@sra.state.md.us)).

### 3.3 Security Requirements

#### 3.3.1 Information Technology

For purposes of this Solicitation and the resulting Contract:

- (a) "Sensitive Data" means information that is protected against unwarranted disclosure, to include Personally Identifiable Information (PII), Protected Health Information (PHI) or other private/confidential data, as specifically determined by the State. Sensitive Data includes information about an individual that (1) can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information; (3) falls within the definition of "personal information" under Md. Code Ann., Com. Law§ 14-1305(d); or (4) falls within the definition of "personal information" under Md. Code Ann., State Govt. § 10-1301(c).
- (b) The Contractor shall implement administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry standards for information security such as those listed below, and shall ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of this Solicitation and resulting Contract.
- (c) Contractors shall comply with and adhere to the State IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online at: [www.doit.maryland.gov](http://www.doit.maryland.gov) – keyword: Security Policy.

##### 3.3.1.1 Information Security Requirements

To ensure appropriate data protection safeguards are in place, the Contractor shall at a minimum implement and maintain the following information technology controls at all times throughout the life of the Contract. The Contractor may augment this list with additional information technology controls.

- (a) Apply hardware and software hardening procedures as recommended by the manufacturer to reduce the Contractor's systems' surface of vulnerability. The purpose of system hardening procedures is to eliminate as many security risks as possible. These procedures may include but are not limited to removal of unnecessary software, disabling or removing of unnecessary services, the removal of unnecessary usernames or logins, and the deactivation of unneeded features in the Contractor's system configuration files.
- (b) Establish policies and procedures to implement and maintain mechanisms for regular internal vulnerability testing of operating system, application, and network devices supporting the

services provided under this Contract. Such testing is intended to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the Contractor's security policy. The Contractor shall evaluate all identified vulnerabilities for potential adverse effect on the system's security and/or integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Agency shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this Contract.

- (c) Where website hosting or Internet access is the service provided or part of the service provided, the Contractor shall conduct regular external vulnerability testing. External vulnerability testing is an assessment designed to examine the Contractor's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. The Contractor shall evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the system's security and/or integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Agency shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this Contract.
- (d) Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this Contract; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation.
- (e) Enforce strong user authentication and password control measures over the Contractor's systems supporting the services provided under this Contract to minimize the opportunity for unauthorized system access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most updated and revised versions of the State IT Policy and Standards available online at: [www.doit.maryland.gov](http://www.doit.maryland.gov) – keyword: Security Policy.
- (f) Ensure State data under this service is not processed, transferred, or stored outside of the United States.
- (g) Ensure that State data is not comingled with the Contractor's other clients' data through the proper application of data compartmentalization security measures. This includes but is not limited to classifying data elements and controlling access to those elements based on the classification and the user's access or security level.
- (h) Apply data encryption to protect State data, especially Sensitive Data, from improper disclosure or alteration. Data encryption should be applied to State data in transit over networks and, where possible, State data at rest within the system, as well as to State data when archived for backup purposes. Encryption algorithms which are utilized for this purpose must comply with current Federal Information Processing Standards (FIPS), "Security Requirements for Cryptographic Modules", FIPS PUB 140-2.

<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>

<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>

- (i) Enable appropriate logging parameters on systems supporting services provided under this Contract to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers as well as information security standards including the most updated

and revised versions of the State IT Policy and Standards available online at:  
[www.doit.maryland.gov](http://www.doit.maryland.gov) – keyword: Security Policy.

- (j) Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and perform remediation, if required. The Agency shall have the right to inspect these policies and procedures and the Contractor's performance to confirm the effectiveness of these measures for the services being provided under this Contract.
- (k) Ensure system and network environments are separated by properly configured and updated firewalls to preserve the protection and isolation of Sensitive Data from unauthorized access as well as the separation of production and non-production environments.
- (l) Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems supporting the services being provided under the Contract from unsolicited and unauthenticated network traffic.
- (m) Review at regular intervals the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
- (n) Ensure that the Contractor's personnel shall not connect any of their own equipment to a State LAN/WAN without prior written approval by the State. The Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Manager to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.

#### 3.3.1.2 Incident Response Requirement

- (a) The Contractor shall notify the Contract Manager when any Contractor system that may access, process, or store State data or work product is subject to unintended access or attack. Unintended access or attack includes compromise by computer malware, malicious search engine, credential compromise or access by an individual or automated program due to a failure to secure a system or adhere to established security procedures.
- (b) The Contractor shall notify the Contract Manager within one (1) Business Day of the discovery of the unintended access or attack by providing notice via written or electronic correspondence to the Contract Manager and Procurement Officer.
- (c) The Contractor shall notify the Contract Manager within two (2) hours if there is a threat to the Contractor's systems as it pertains to the use, disclosure, and security of the Agency's Sensitive Data.
- (d) If an unauthorized use or disclosure of any Sensitive Data occurs, the Contractor must provide written notice to the Contract Manager within one (1) Business Day after the Contractor's discovery of such use or disclosure and, thereafter, all information the State requests concerning such unauthorized use or disclosure.
- (e) The Contractor, within one (1) Business Day of discovery, shall report to the Contract Manager any improper or non-authorized use or disclosure of Sensitive Data. The Contractor's report shall identify:
  - 1. the nature of the unauthorized use or disclosure;
  - 2. the Sensitive Data used or disclosed;

3. who made the unauthorized use or received the unauthorized disclosure;
  4. what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and:
  5. what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
  6. the Contractor shall provide such other information, including a written report, as reasonably requested by the State.
- (f) The Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of PII or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law, the Contractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State and its officials and employees from and against any claims, damages, or other harm related to such security obligation breach or other event requiring the notification.
- (g) This Section 3.3.1.2 shall survive expiration or termination of the Contract.



#### **SECTION 4 – CONTRACT DURATION**

- 4.1 The duration of the Contract will be for one (1) year starting on or about November 10, 2021, with no renewal options.

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## **SECTION 5 – PROPOSAL FORMAT**

### **5.1 Proposal**

#### **5.1.1 Contractor Proposal Response to Solicitation Requirements and Proposed Work Plan**

- a. The Contractor shall address each Solicitation requirement (Solicitation Section 2 and Section 3) in its Proposal and describe how its proposed services will meet or exceed the requirement(s). If the State is seeking Contractor agreement to any requirement(s), the Contractor shall state its agreement or disagreement. References discussed in Section 2.1.1 must be included with the Contractor's Proposal. Any paragraph in the Proposal that responds to a requirement found in Section 3 shall include an explanation of how the work will be performed, and
- b. The fixed fee amount for performing the election services (See Attachment B).

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## **SECTION 6 – AWARD BASIS**

- 6.1 The Contract shall be awarded to the responsible Contractor submitting the Proposal that has been determined the most advantageous to the System (see COMAR 21.05.03.03F), for providing the goods and services as specified in this Solicitation.
- 6.2 The criteria to be used to evaluate each Solicitation Requirement are listed below in descending order of importance.

6.2.1 Contractor's Response to Solicitation Requirements.

The Agency prefers that, in its proposal, a Contractor demonstrate a comprehensive understanding of the Solicitation's work requirements and mastery of the subject matter, including an explanation of how the Contractor will satisfy the work requirements. Proposals which include limited responses to work requirements such as "concur" or "will comply" will receive a lower ranking than those Proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed them.

6.2.2 Contractor Qualifications and Capabilities

6.2.3 Contractor Proposed Price

## **SOLICITATION ATTACHMENTS**

### **ATTACHMENT A - Bid Pricing Instructions**

### **ATTACHMENT B – Bid Pricing Form**

The Bid Form in a separate excel format must be completed and submitted with the Proposal.

### **ATTACHMENT C – Non-Disclosure Agreement Forms**

This Attachment must be completed and submitted within five (5) Business Days of receiving notification of recommendation for award.

### **ATTACHMENT D – Contract**

This Attachment must be completed and submitted within five (5) Business Days of receiving notification of recommendation for award.

### **ATTACHMENT E – Contract Affidavit**

This Attachment must be completed and submitted within five (5) Business Days of receiving notification of recommendation for award. .

### **ATTACHMENT F – Board of Trustees Election Schedule**

### **Appendix 1 – Definitions and Abbreviations**

### **Appendix 2 – Bidder Information Sheet**

### **Exhibit B – Maryland State Retirement Agency Policy: Safeguarding Confidential Information**

### **Exhibit B-1 – Employee Agreement To Safeguard Confidential Information**

### **Exhibit B-2 – Contractor Responsibilities To Safeguard Confidential Information**

**ATTACHMENT A – BID PRICING INSTRUCTIONS**

In order to assist Contractors in the preparation of their Bid and to comply with the requirements of this Solicitation, Financial Proposal Instructions and a Bid Form have been prepared. Contractors shall submit their Financial Proposal on the Bid Form in accordance with the instructions on the Bid Form and as specified herein. Do not alter the Bid Form or the Proposal may be determined to be not reasonably susceptible of being selected for award. The Bid Form is to be signed and dated, where requested, by an individual who is authorized to bind the Contractor to the prices entered on the Bid Form.

The Bid Form is used to calculate the Contractor's TOTAL BID PRICE. Follow these instructions carefully when completing your Bid Form:

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this Solicitation and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, i.e., .344 shall be .34 and .345 shall be .35.
- D) Any goods or services required through this Solicitation and proposed by the vendor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with a price of zero dollars and cents (**\$0.00**).
- E) Every blank in every Bid Form shall be filled in. Any changes or corrections made to the Bid Form by the Contractor prior to submission shall be initialed and dated.
- F) Except as instructed on the Bid Form, nothing shall be entered on, or attached to, the Bid Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Proposal not reasonably susceptible of being selected for award.
- G) It is imperative that the prices included on the Bid Form have been entered correctly and calculated accurately by the Contractor and that the respective total prices agree with the entries on the Bid Form. Any incorrect entries or inaccurate calculations by the Contractor will be treated as provided in COMAR 21.05.03.03E and 21.05.02.12, and may cause the Proposal to be rejected.
- H) All Bid prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the Proposal. The Financial Proposal price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the Solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
- I) Unless indicated elsewhere in the Solicitation, sample amounts used for calculations on the Bid Form are typically estimates for evaluation purposes only. The Agency does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.
- J) Failure to adhere to any of these instructions may result in the Bid being determined not reasonably susceptible of being selected for award.

<b>ATTACHMENT B – BID PRICING FORM</b>
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The Bid Pricing Form shall contain all price information in the format specified on these pages. Complete the Bid Pricing Form only as provided in the Bid Pricing Instructions. Do not amend, alter or leave blank any items on the Bid Pricing Form. Failure to adhere to any of these instructions may result in the Bid being determined not responsive.

See separate Excel Bid Pricing Form labeled:

SRA 22-04 - Attachment B – Bid Pricing Form.xls”.

**ATTACHMENT C – NON-DISCLOSURE AGREEMENT**

**SRA 22-04 - ELECTION SERVICES**

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the State of Maryland (the “State”), acting by and through the Maryland State Retirement Agency (the “Agency”) and \_\_\_\_\_ (“Contractor”), Federal Tax Identification Number \_\_\_\_\_, company address \_\_\_\_\_.

**RECITALS**

**WHEREAS**, in order for the Contractor to perform the work required under the Agreement, it will be necessary for the State to provide the Contractor and the Contractor’s employees and agents (collectively the “Contractor’s Personnel”) with access to certain confidential information (the “Confidential Information”).

**NOW, THEREFORE**, in consideration of being given access to the Confidential Information in connection with the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Confidential Information means any and all information provided by or made available by the State to the Contractor in connection with the Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the Agreement.
2. The Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the Agreement. The Contractor shall limit access to the Confidential Information to the Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the Contractor’s Personnel are attached hereto and made a part hereof as ATTACHMENT C-1. Each individual whose name appears on ATTACHMENT C-1 shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the Contractor. The Contractor shall update ATTACHMENT C-1 by adding additional names as needed, from time to time.
3. If the Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the Contractor’s performance of the Agreement or who will otherwise have a role in performing any aspect of the Agreement, the Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. The Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. The Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the Contractor’s Personnel or the Contractor’s former Personnel. The Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

6. The Contractor shall, at its own expense, return to the Agency, all copies of the Confidential Information in its care, custody, control or possession upon request of the Agency or on termination of the Agreement. The Contractor shall complete and submit ATTACHMENT C-2 when returning the Confidential Information to the Agency. At such time, the Contractor shall also permanently delete any Confidential Information stored electronically by the Contractor.
7. A breach of this Agreement by the Contractor or by the Contractor's Personnel shall constitute a breach of the Agreement between the Contractor and the State.
8. The Contractor acknowledges that any failure by the Contractor or the Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the Contractor and the Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the Contractor or any of the Contractor's Personnel to comply with the requirements of this Agreement, the Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. The Contractor and each of the Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the Contractor shall provide originals of such executed Agreements to the State, upon request.
10. Data Protection and Controls

The Contractor shall ensure satisfaction of the following requirements:

- 10.1. Administrative, physical and technical safeguards shall be implemented to protect State data that are no less rigorous than accepted industry practices for information security such as those listed below (see 10.2), and all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed shall comply with applicable data protection and privacy laws as well as the terms and conditions of this Contract.
- 10.2. To ensure appropriate data protection safeguards are in place, at minimum, the Contractor shall implement and maintain the following controls at all times throughout the term of the Contract (the Contractor may augment this list with additional controls):
  - 10.2.1. Establish separate production, test, and training environments for systems supporting the services provided under this Contract and ensure that production data is not replicated in test and/or training environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements.
  - 10.2.2. Apply hardware and software hardening procedures as recommended by the manufacturer and according to industry best practices to reduce the surface of vulnerability, eliminating as many security risks as possible and document what is not feasible and/or not performed according to best practices. Any hardening practices not implemented shall be documented with a plan of action and/or compensating control. These procedures may include but are not limited to removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, and the deactivation of unneeded features in the system configuration files.



- 10.2.3. Ensure that State data is not comingled with any other data through the proper application of compartmentalization security measures.
- 10.2.4. Apply data encryption to protect State data, especially personal identifiable information (PII), from improper disclosure or alteration. For State data the Contractor manages or controls, data encryption should be applied to State data in transit over networks and, where possible, at rest; as well as to State data when archived for backup purposes. Encryption algorithms which are utilized for this purpose must comply with current Federal Information Processing Standards (FIPS), "Security Requirements for Cryptographic Modules", FIPS PUB 140-2.  
<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>  
<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>
- 10.2.5. Enable appropriate logging parameters on systems to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards, including the Information Security Policy of the State of Maryland Department of Information Technology ("Agency").
- 10.2.6. Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and remediation, if required. The Agency shall have the right to inspect these policies and procedures and the Contractor's performance to confirm the effectiveness of these measures for the services being provided under this Contract.
- 10.2.7. Ensure system and network environments are separated by properly configured and updated firewalls to preserve the protection and isolation of State data from unauthorized access as well as the separation of production and non-production environments.
- 10.2.8. Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems supporting the System from unsolicited and unauthenticated network traffic.
- 10.2.9. Review at regular intervals the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
- 10.2.10. Establish policies and procedures to implement and maintain mechanisms for regular vulnerability testing of operating system, application, and network devices. Such testing is intended to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the Contractor's security policy. The Contractor shall evaluate all identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Agency shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this Contract.
- 10.2.11. Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current State of Maryland Department of Information Technology's Information Security Policy (<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>), including specific requirements for password length, complexity, history, and account lockout.

10.2.12.Ensure Sensitive Data under this service is not processed, transferred, or stored outside of the United States.

10.2.13.Ensure the Contractor's Personnel shall not connect any of their own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any time for any reason. The Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Manager to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.

10.2.14.Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this Contract; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation.

11. The parties further agree that:

- a. This Agreement shall be governed by the laws of the State of Maryland;
- b. The rights and obligations of the Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
- c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
- d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
- e. Signatures exchanged by email attachment or facsimile are effective for all purposes hereunder to the same extent as original signatures; and
- f. The Recitals are not merely prefatory but are an integral part hereof.

**Contractor/ Contractor's Personnel:**

**Maryland State Retirement Agency**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: Martin Noven

Title: \_\_\_\_\_

Title: Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED FOR FORM AND LEGAL SUFFICIENCY

THIS \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
ANDREA E. YOUNG  
ASSISTANT ATTORNEY GENERAL

**ATTACHMENT C-1 - NON-DISCLOSURE AGREEMENT**

**SRA 22-04 - ELECTION SERVICES**

**TO THE CONTRACTOR’S EMPLOYEES AND AGENTS WHO WILL BE GIVEN  
ACCESS TO THE CONFIDENTIAL INFORMATION**

(To be completed by the Contractor, signed by its Agents and Employees, and submitted to the Agency at the same time as any and all completed Attachment(s).

Printed Name and Address of Employee or Agent	Signature	Date
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**ATTACHMENT C-2 - NON-DISCLOSURE AGREEMENT**

**SRA 22-04 - ELECTION SERVICES**

**CERTIFICATION TO ACCOMPANY RETURN OR DELETION OF CONFIDENTIAL  
INFORMATION**

**I AFFIRM THAT:**

To the best of my knowledge, information, and belief, and upon due inquiry, I hereby certify that: (i) all Confidential Information which is the subject matter of that certain Non-Disclosure Agreement by and between the State of Maryland and \_\_\_\_\_ (“Contractor”) dated \_\_\_\_\_, 20\_\_\_\_ (“Agreement”) is attached hereto and is hereby returned to the State in accordance with the terms and conditions of the Agreement; and (ii) I am legally authorized to bind the Contractor to this affirmation. Any and all Confidential Information that was stored electronically by me has been permanently deleted from all of my systems or electronic storage devices where such Confidential Information may have been stored.

**I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE  
CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE,  
INFORMATION, AND BELIEF, HAVING MADE DUE INQUIRY.**

DATE: \_\_\_\_\_

NAME OF CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature)

TITLE: \_\_\_\_\_  
(Authorized Representative and Affiant)

**ATTACHMENT D – CONTRACT**

Maryland State Retirement Agency (the “Agency”)

**SRA 22-04 - ELECTION SERVICES**

THIS CONTRACT (the “Contract”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ (the “Contractor”) and the STATE OF MARYLAND, acting through the MARYLAND STATE RETIREMENT AGENCY (“Agency”).

In consideration of the promises and the covenants herein contained, the adequacy and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**1. Definitions**

In this Contract, the following words have the meanings indicated:

- 1.1 “Bid” means the Contractor’s Bid dated \_\_\_\_\_ (Bid date).
- 1.2 “COMAR” means Code of Maryland Regulations.
- 1.3 “Contractor” means the entity first named above whose principal business address is (Contractor’s primary address) and whose principal office in Maryland is (Contractor’s local address), whose Federal Employer Identification Number or Social Security Number is (Contractor’s FEIN), and whose eMaryland Marketplace Advantage vendor ID number is (eMMA Number).
- 1.4 “Bid Form” means the Contractor’s Bid Form dated \_\_\_\_\_ (Financial Proposal date), submitted in response to Solicitation # SRA 22-04.
- 1.5 “Maryland State Retirement Agency (MSRA or the “Agency”) - The Agency of the Board of Trustees for the Maryland State Retirement and Pension System, which carries out the administrative duties of the MSRPS.
- 1.6 “Solicitation” means the Small Procurement Document, Solicitation # SRA 22-04, Election Services and any amendments, addenda, and attachments thereto issued in writing by the State.
- 1.7 “State” means the State of Maryland.
- 1.8 Capitalized terms not defined herein shall be ascribed the meaning given to them in the Solicitation.

**2. Scope of Contract**

- 2.1 The Contractor shall perform in accordance with this Contract, the Attachments and Exhibits, which are listed below and incorporated herein by reference. If there is any conflict between this Contract and the Attachments and/or Exhibits, the terms of the Contract shall control. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:
  - 1) The Solicitation – SRA 22-04
  - 2) The Bid Pricing Form (Attachment B)
  - 3) The Contract Affidavit (Attachment E), executed by the Contractor and dated (date of Attachment E)
- 2.2 The Procurement Officer may, at any time, by written order, make unilateral changes in the work within the general scope of the Contract. No other order, statement, or conduct of the Procurement Officer or any other

person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

- 2.3 Without limiting the rights of the Procurement Officer under Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

### **3. Period of Performance**

- 3.1 Performance under this Contract shall commence on \_\_\_\_\_, 20\_\_ and shall be completed no later than \_\_\_\_\_, 20\_\_.

### **4. Consideration and Payment**

- 4.1 Compensation. The total compensation for services to be rendered by the Contractor shall not exceed \$\_\_\_\_\_.
- 4.2 Method of Payment. The Agency shall pay the Contractor no later than thirty days after the Agency receives a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, State Finance and Procurement Article, Maryland Code, are prohibited.
- 4.3 Tax Identification Number. The Contractor's Federal Tax Identification Number is \_\_\_\_\_. The Contractor's Federal Tax Identification Number shall appear on all invoices submitted by the Contractor to the Agency for payment.
- 4.4 Procurement Officer. All contact between the Agency and the Contractor regarding all matters relative to this Contract shall be coordinated through the Procurement Officer.

### **5. General Conditions**

- 5.1 Disputes.

Disputes arising under this Contract shall be governed by State Finance and Procurement Article, Title 15, Subtitle 2, Part III, Annotated Code of Maryland, and by COMAR 21.10 Administrative and Civil Remedies. Pending resolution of a dispute, the Contractor shall continue to perform this Contract, as directed by the Procurement Officer.

- 5.2 Termination for Convenience.

The State may terminate this Contract, in whole or in part, without showing cause upon prior written notification to the Contractor specifying the extent and the effective date of the termination. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Contractor may not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12(A) (2).

5.3 Termination for Default.

If the Contractor does not fulfill obligations under this Contract or violates any provision of this Contract, the Agency may terminate the Contract by giving the Contractor written notice of termination. Termination under this paragraph does not relieve the Contractor from liability for any damages caused to the State. Termination hereunder, including the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

5.4 Termination for Nonappropriation.

If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

5.5 Non-Discrimination.

The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law, including, but not limited to, the employment provisions of §13-219 and Title 19 of the State Finance and Procurement Article, Annotated Code of Maryland, and the Code of Maryland Regulations 21.07.01.08.

5.6 Indemnification.

- 5.6.1 The Contractor shall hold harmless and indemnify the State from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses, including, without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Contractor, its employees and agents under this Contract.
- 5.6.2 This indemnification clause shall not be construed to mean that the Contractor shall indemnify the State against liability for any losses, damages, claims, suits, actions, liabilities, and/or expenses that are attributable to the sole negligence of the State or the State's employees.
- 5.6.3 The State has no obligation to provide legal counsel or defense to the Contractor, its employees or agents in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Contractor, its employees or agents as a result of or relating to the Contractor's performance under this Contract.
- 5.6.4 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor, its employees or agents as a result of or relating to the Contractor's performance under this Contract.
- 5.6.5 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.
- 5.6.6 This Section 5 shall survive termination of this Contract.

**6. Confidentiality**

Subject to the Maryland Public Information Act, Title 4 of the General Provisions Article, and any other applicable laws, including all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law and the confidentiality provisions of the Agreement. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law. This Section 6 shall survive termination of the Contract.

**7. Data Security and Confidentiality**

The Contractor shall comply with the data security requirements as detailed in the Maryland State Retirement Agency Policy: Safeguarding Confidential Information (see Exhibit B) and also the State of Maryland, Department of Information Technology, State Information Technology Security Program Standard (if applicable). (See <http://doit.maryland.gov/Publications/DoITSecurityPolicy.pdf>)

The Contractor shall have techniques and procedures for protecting the confidentiality and integrity of data, including any and all information and data provided by the Agency pursuant to this Agreement (if applicable).

The Agency is the custodian of Confidential Information, which consists of Non-Public Personal Information (NPPI) of members, retirees and participants of the System. This Agreement requires that the Contractor have direct access to NPPI.

NPPI is defined as any personally identifiable information the Agency collects and stores, from employers, employees, and / or retirees, that is not available to the general public. Examples of NPPI retained by the Agency include, but are not limited to, names in combination with: retirement or pension plan affiliations, addresses, telephone numbers, and social security numbers, bank account information, payment histories, compensation and work histories, employers, and memberships, personal medical information, health and other benefit plan selections, and names of relatives and beneficiaries.

Consequently, in addition to any and all other measures and procedures designed to protect Confidential Information, as provided for in this Agreement, the Contractor agrees to the following:

- 7.1 In the sole and absolute discretion of the Agency, a breach of confidentiality – as determined by the Agency – is cause for immediate termination of this Agreement.
- 7.2 The Agency alone shall determine what information falls within the definition of Confidential Information.
- 7.3 The Contractor shall perform background checks on all personnel who may have access to such Confidential Information. The Contractor shall have its own policies and procedures in place to ensure the confidentiality of all data and information related to this Agreement, including Confidential Information.
- 7.4 The Contractor shall always provide for the physical and electronic security of Confidential Information and must be able to determine any breach of NPPI.
  - 7.4.1 Upon request by the Agency, the Contractor shall disclose to the Agency what safeguards it has in place to secure all data and Confidential Information with the understanding that such disclosure may



not compromise the Contractor's own confidential or proprietary information. The disclosure must, however, be sufficient to assure the Agency that its data and Confidential Information are secure.

- 7.4.2 The Agency shall have the right to confirm that the Contractor has satisfied its obligations under the terms of this Agreement, in a mutually acceptable manner, to include review of Contractor audits, summaries of test results, or other equivalent evaluations.
- 7.4.3 The Contractor shall not make copies of any information or data supplied by the Agency, except as required for back-up or redundancy, and shall destroy or return to the Agency any such information that is no longer necessary for the Contractor to fulfill its obligations. In no event shall any data or confidential information provided by the Agency or viewed by the Contractor in performance of this Agreement be retained by the Contractor after termination of this Agreement. The Contractor shall certify that all such data and information has been returned to or destroyed by the Contractor the certification shall include reference to back-up copies. This certification shall be provided to the Contract Monitor prior to final payment under this Agreement.
- 7.5 The Contractor shall immediately notify the Agency, and provide available details by telephone with confirmation in writing, in the event of a breach or potential breach of data or confidential information:
- 7.5.1 The Contractor must promptly and continually assess the extent and breadth of any possible or confirmed breach of the Agency's data or confidential information and shall remain in frequent, regular contact with the Agency regarding the incident;
- 7.5.2 The Contractor must take prompt action to remedy conditions that may have caused a breach, or, in the event of a potential breach, to address conditions that have been identified as having the potential to cause a breach; and
- 7.5.3 The Contractor shall call all Agency Contacts listed in this Agreement, starting with the Contract Monitor, until personal notification has been given, or by contacting the Helpdesk at (410) 625-5559 activating a protocol for on-call Agency personnel to address the breach or potential breach.
- 7.6 The Contractor and all employees of the Contractor assigned to or providing services pursuant to this Agreement shall sign a copy of the Employee Agreement to Safeguard Confidential Information (Exhibit B-1) and also a copy of the Non-Disclosure Agreement (Attachment C) and provide the original signed documents to the Agency.

## **8. Subcontracting; Assignment**

The Contractor may not assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer provided, however, that a Contractor may assign monies receivable under a contract after due notice to the State. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits, and attachments.

The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

## **9. Maryland Law Prevails**

The law of Maryland shall govern the interpretation and enforcement of this Contract. The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any software license acquired hereunder. This Section 9 shall survive termination of the Contract.

**10. Anti-Bribery**

The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors, partners or controlling stockholders; nor any employee of the Contractor who is directly involved in the business's contracting activities, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.

**11. Right to Records**

- 11.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the Agency and shall be available to the Agency at any time. The Agency shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.
- 11.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this Contract, and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works made for hire for the Agency, the Contractor hereby relinquishes, transfers, and assigns to the Agency all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the Agency in effectuating and registering any necessary assignments.
- 11.3 The Contractor shall report to the Contract Manager, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.
- 11.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the Agency hereunder and if such markings are affixed, the Agency shall have the right at any time to modify, remove, obliterate, or ignore such warnings.
- 11.5 Upon termination of the Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the Agency to the place designated by the Procurement Officer.

**12. Patents, Copyrights, and Intellectual Property**

- 12.1 The Contractor will defend or settle, at its own expense, any claim or suit against the Agency alleging that any such item furnished by the Contractor infringes any patent, trademark, service mark, copyright, or trade secret. If a third party claims that a product infringes that party's patent, trademark, service mark, trade secret, or copyright, the Contractor will defend the Agency against that claim at Contractor's expense and will pay all damages, costs, and attorneys' fees that a court finally awards, provided the Agency: (a) promptly notifies the Contractor in writing of the claim; and (b) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in Section 7 above.

**13. Non-Hiring of Employees**

No official or employee of the State, as defined under Md. Code Ann., General Provisions Article, § 5-101, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor.

**14. Pre-Existing Regulations**

In accordance with the provisions of Md. Code Ann., State Finance and Procurement Article, § 11-206, the regulations set forth in Title 19 and Title 21 of the Code of Maryland Regulations (COMAR) in effect on the date of execution of this Contract are applicable to this Contract.

**15. Documents Retention and Inspection Clause**

The Contractor shall retain and maintain all records and documents relating to this Contract for a period of five (5) years after final payment by the State hereunder or any applicable statute of limitations or federal retention requirements (such as HIPAA), whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. In the event of any audit, the Contractor shall provide assistance to the State, without additional compensation, to identify, investigate, and reconcile any audit discrepancies and/or variances. This Section 15 shall survive expiration or termination of the Contract.

**16. Compliance with Laws**

The Contractor hereby represents and warrants that:

- 16.1. It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- 16.2. It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- 16.3. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- 16.4. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

**17. Parent Company Guarantee (If Applicable)** (Note that if there is a guarantor, the guarantor should be named as party and signatory to the Contract and should be in good standing with SDAT)

(Corporate name of Contractor's Parent Company) hereby guarantees absolutely the full, prompt, and complete performance by (Contractor) of all the terms, conditions and obligations contained in this Contract, as it may be amended from time to time, including any and all exhibits that are now or may become incorporated hereunto, and other obligations of every nature and kind that now or may in the future arise out of or in connection with this Contract, including any and all financial commitments, obligations, and liabilities. (Corporate name of Contractor's Parent Company) may not transfer this absolute guaranty to any other person or entity without the prior express written approval of the State, which approval the State may grant, withhold, or qualify in its sole and absolute subjective discretion. (Corporate name of Contractor's Parent Company) further agrees that if the State brings any claim, action, suit or proceeding against (Contractor), (Corporate name of Contractor's Parent Company) may be named as a party, in its capacity as Absolute Guarantor.

**18. Contract Manager and Procurement Officer**

The work to be accomplished under this Contract shall be performed under the direction of the Contract Manager. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination.

**19. Notices**

All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, as follows:

If to the State:

Patrick Broadwick  
Maryland State Retirement Agency  
120 E. Baltimore Street, 16<sup>th</sup> Floor  
Baltimore, MD 21202  
Phone Number: 410-659-8409  
E-Mail: [pjbroadwick@sra.state.md.us](mailto:pjbroadwick@sra.state.md.us)

With a copy to:

Margie J. Gordon, CPPB, CMPO  
Maryland State Retirement Agency  
120 E. Baltimore Street, Room 1602  
Phone Number: 410-625-5656  
E-mail: [procurement@sra.state.md.us](mailto:procurement@sra.state.md.us)

If to the Contractor:

(Contractor's Name)  
(Company Name)  
(Contractor's primary address)

\_\_\_\_\_  
\_\_\_\_\_

Phone Number:

Fax:

E-mail:

[[Delete the following if a parent company guarantee is inapplicable:]]

Parent Company Guarantor

Contact: \_\_\_\_\_

Attn: \_\_\_\_\_

**20. Miscellaneous**

- 20.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this contract and continue in full force and effect.
- 20.2 If any term contained in this contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

7

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

CONTRACTOR

STATE OF MARYLAND

MARYLAND STATE RETIREMENT  
AGENCY

\_\_\_\_\_

By:

\_\_\_\_\_

By: Martin Noven, Executive Director

\_\_\_\_\_

Date

\_\_\_\_\_

Date

PARENT COMPANY (GUARANTOR) (if  
applicable)

By: \_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

Date

\_\_\_\_\_

Date

Approved for form and legal sufficiency  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Andrea E. Young  
Assistant Attorney General

**ATTACHMENT E – CONTRACT AFFIDAVIT**

**A. AUTHORITY**

I hereby affirm that I, \_\_\_\_\_ (name of affiant) am the \_\_\_\_\_ (title) and duly authorized representative of \_\_\_\_\_ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

**B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION**

**I FURTHER AFFIRM THAT:**

The business named above is a (check applicable box):

- (1) Corporation - ☐ domestic or ☐ foreign;
- (2) Limited Liability Company - ☐ domestic or ☐ foreign;
- (3) Partnership - ☐ domestic or ☐ foreign;
- (4) Statutory Trust - ☐ domestic or ☐ foreign;
- (5) ☐ Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID Number: \_\_\_\_\_

Address: \_\_\_\_\_

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: \_\_\_\_\_

Address: \_\_\_\_\_

**C. FINANCIAL DISCLOSURE AFFIRMATION**

**I FURTHER AFFIRM THAT:**

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

**D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION I**

**FURTHER AFFIRM THAT:**

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated

Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
  - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
  - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
  - (c) Prohibit its employees from working under the influence of drugs or alcohol;
  - (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
  - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
  - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
    - (i) The dangers of drug and alcohol abuse in the workplace;
    - (ii) The business's policy of maintaining a drug and alcohol free workplace;
    - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
    - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
  - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;
  - (h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:



- (i) Abide by the terms of the statement; and
  - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
  - (j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
    - (i) Take appropriate personnel action against an employee, up to and including termination; or
    - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
  - (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
  - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
  - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Proposal Affidavit dated \_\_\_\_\_, 20\_\_\_\_, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: \_\_\_\_\_

By: \_\_\_\_\_ (print name of Authorized Representative and Affiant)  
 \_\_\_\_\_ (signature of Authorized Representative and Affiant)

**ATTACHMENT F - BOARD OF TRUSTEES ELECTION SCHEDULE**

**MARYLAND STATE RETIREMENT AND PENSION SYSTEM**

State Retirement Agency  
120 East Baltimore Street  
Baltimore, Maryland 21202

**BOARD OF TRUSTEES ELECTION SCHEDULE**

State Police Retirement System Representative

The term of office for the successful candidate will be from August 1, 2022 through July 31, 2026.

In accordance with SPP §21-104(b)(1)(iii), Annotated Code of Maryland, a candidate for the State Police position may be either an active member or a retiree of the State Police Retirement System. The Board of Trustees' Regulations (COMAR 22.03.01.06A (2)(b)(i)) require that a candidate for the position must secure the signatures and dates of birth of not less than 100 eligible voters.

Election schedule<sup>1</sup> follows:

<u>Date</u>	<u>Action</u>
September 1, 2021 through December 1, 2021	An eligible voter may obtain a nomination form from the Executive Director.
January 31, 2022	Completed nomination forms must be submitted to the Executive Director by an eligible voter by 4:30 p.m.
February 11, 2022	Executive Director certifies that an eligible voter satisfies the conditions set forth in 22.03.01.06 of the Board of Trustees' Regulations.
March 14, 2022	Agency will provide the names and biographies of the candidates for the election to the Contractor as well as the electronic data file.
April 4, 2022	Contractor will open access of the IVR and website for testing by Agency.
May 20, 2022 <sup>2</sup>	Mailing of election materials to eligible voters, including candidate biographies and personal identification numbers for internet and IVR (telephone) access.
May 20, 2022 <sup>2</sup>	IVR (telephone) and website (internet) open for voting.
June 24, 2022	Last date for voting. Deadline is 4:30 p.m.
June 30, 2022	Contractor shall provide general voting statistics to Agency.
July 6, 2022	Contractor shall submit the tabulation of ballots to the Executive Director.

Election Services  
Solicitation #: SRA 22-04  
July 19, 2022<sup>3</sup>

Solicitation Document

Executive Director announces election results at the July  
Board of Trustees meeting.

August 5, 2022

Agency will notify the Contractor no later than August 5, 2022, if a recount  
of ballots is required.

<sup>1</sup> If the Executive Director determines that only one eligible voter may be placed on the ballot as a candidate, in accordance with COMAR 22.03.01.06B, the eligible voter shall be considered nominated to serve as trustee. The Executive Director shall discontinue the election process and report the results to the Board of Trustees, which shall certify and publish the results of the election and direct the Executive Director to notify the candidate.

<sup>2</sup> Date subject to change based on final arrangements reached with the vendor.

<sup>3</sup> Subject to the Board of Trustees' approval of the 2022 meeting dates.

## Appendix 1. – Abbreviations and Definitions

For purposes of this Solicitation, the following abbreviations or terms have the meanings indicated below:

- A. Agency – The Maryland State Retirement Agency (SRA).
- B. Bid – The Bidder’s Bid.
- C. Bid Pricing Form or Bid Form - The Attachment B Bid Pricing Form.
- D. Bidder – An entity that submits a Bid in response to this Solicitation.
- E. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
- F. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- G. Contract – The Contract awarded to the successful Bidder pursuant to this Solicitation. The Contract will be in the form of **Attachment D**.
- H. Contract Monitor – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor’s responsibilities. The Agency may change the Contract Monitor at any time by written notice to the Contractor.
- I. Contractor – The selected Bidder that is awarded a Contract by the State.
- J. Contractor Personnel – Employees and agents and subcontractor employees and agents performing work at the direction of the Contractor under the terms of the Contract awarded from this Solicitation.
- K. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data.
- L. eMMA – eMaryland Marketplace Advantage (see Solicitation **Section 1.3**).
- M. Local Time – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- N. Maryland State Retirement Agency or (MSRA or the “Agency”).
- O. Normal State Business Hours - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) – keyword: State Holidays.
- P. Notice to Proceed (NTP) – A written notice from the Procurement Officer that work under the Contract, project, Task Order or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Contract, project, Task Order or Work Order. Additional NTPs may be issued by either the Procurement Officer or the Contract Monitor regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- Q. NTP Date – The date specified in a NTP for work on Contract, project, Task Order or Work Order to begin.
- R. Personally Identifiable Information (PII) – Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

- S. Procurement Officer – Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (**Attachment D**), and is the only State representative who can authorize changes to the Contract. The Agency may change the Procurement Officer at any time by written notice to the Contractor.
- T. Security Incident – A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
- U. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data.
- V. Sensitive Data - Means PII;PHI; other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(e) and Md. Code Ann., St. Govt. § 10-1301(c) and information not subject to disclosure under the Public Information Act, Title 4 of the General Provisions Article; and information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; or (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- W. State – The State of Maryland.
- X. Total Bid Price - The Bidder’s bid price or evaluated bid price for goods and services in response to this solicitation, included in **Attachment B** – Bid Pricing Form.
- Y. USPS – United States Postal Service.

## **Appendix 2. – Bidder Offeror Information**

See link at [http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder\\_OfferorInformationSheet.pdf](http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf).

## **Exhibit B – Maryland State Retirement Agency Policy: Safeguarding Confidential Information**

### Purpose

This Policy sets out the organizational and individual responsibilities of the Maryland State Retirement Agency (SRA), and its employees and non-benefit contractual individuals (singular “employee” and collectively “employees”), to appropriately safeguard all confidential information.

### Types of Confidential Information

SRA maintains two types of confidential information, both of which are encompassed in this policy document:

1. **Agency-Confidential Information:** This information must remain controlled because it is critical to the operation of the Agency and can be damaging to the interests of the Agency if released beyond those with a need-to-know. Examples of Agency-confidential information include, but are not limited to: procurement information, passwords controlling electronic access to SRA resources, combinations to locks, access cards / devices controlling access to SRA premises, details of Agency investment strategies and funds manager performance evaluations, employee payroll and personnel records, SRA bank and investment account numbers, employee and vendor performance records, confidential information related to legal actions, etc.
2. **Non-Public Personal Information (NPPI):** This information consists of any member-related personally-identifiable information the Agency collects and stores, from employers, members, vendors, or business partners that is not available to the general public. Examples of confidential information retained by the Agency include, but are not limited to a combination of an individual’s name plus: retirement or pension plan affiliations, addresses, telephone numbers, social security numbers, member bank account information, payment histories, compensation and work histories, employers, memberships, personal medical information, health and other benefit plan selections, names of relatives and beneficiaries, balances, and other information provided in confidence related to retirement and pension programs administered by the Agency.

### To Whom Confidential Information May Be Disclosed

Maryland’s Public Information Act identifies several types of records that are deemed confidential and / or sensitive and clarifies to whom this information may be disclosed.

1. *Retirement Records* – are confidential and, with certain limitations, may only be disclosed to:
  - a. The “person in interest,” defined as the person that is the subject of the record, or the person’s designee, or, if the person has a legal disability, the parent or legal representative of the person;

- b. The appointing authority of the individual; and
  - c. After the death of the individual, a beneficiary, personal representative, or, as determined by the MSRA's Executive Director, a person who has a valid claim to the benefits of the individual.
2. *Personnel Records* – means any record, in any form, of an individual, including an application, performance rating, and scholastic achievement information maintained in the employee's personnel file. These are confidential and may only be disclosed to:
- a. The "person in interest" or
  - b. An elected or appointed official who supervises the work of the individual or
  - c. Anyone authorized by the "person in interest" to review the employee's record.
3. *Personal Information* – is defined as information that identifies an individual including an individual's address (but not the 5-digit zip code), driver's license number (but not a driver's status, driving offenses, or information on vehicular accidents) or any other identification number, medical or disability information, name, photograph or computer generated image, Social Security number, or telephone number; this information is confidential and, with certain limitations, may only be disclosed to:
- a. A "person in interest" or
  - b. Certain law enforcement and emergency services personnel.
4. *Financial Information* – means any record that contains information about the finances of an individual, including assets, income, liabilities, net worth, bank balances, financial history or activities, or creditworthiness. Except for the salary of a public employee, Financial Information is confidential and may only be disclosed to the "person in interest."
5. *Medical Information* – means any medical or psychological information about an individual, including any disability or perceived disability and any report on human immunodeficiency virus or acquired immunodeficiency syndrome, and may only be disclosed to the "person in interest" to the extent permitted by law.

Three other categories of information are addressed by State laws and regulations.

1. *Investment Information* – means all analyses, forecasts, negotiations, papers, recommendations and reports prepared by or for the Investment Division and / or the Board of Trustees pertaining to certain investment activities. The State Personnel and Pensions Article of the Annotated Code of Maryland provides that Investment Records are confidential and may not be disclosed until:
- a. The release of information would not adversely affect the negotiation for or market price of a security; and
  - b. The completion of:
    - i. A proposed purchase or program of purchases leading to a cumulative position in a security;
    - ii. The making, sale, or payment of a loan;
    - iii. Any proposed sale or program of sales leading to the elimination of a position in a security; or
    - iv. The sale or purchase of real estate.
2. *Procurement Records* – means all documents related to the purchase, lease, or other acquisition of goods and / or services in accordance with State Procurement Regulations. After a solicitation for bids or proposals is issued and until a procurement officer makes a recommendation for award, the procurement office may disclose to a person outside the Executive Branch only:



- a. Whether a decision has been made regarding a solicitation; and
  - b. Information that is available to the public under the State Government Article of the Annotated Code of Maryland.
3. *Information Systems* – information dealing with computer and network security is confidential and may not be disclosed.

In addition to the information itself, described above, any document or electronic file that contains confidential information is itself considered “Confidential” and thus subject to the protections contained in this policy.

### Agency Monitoring

SRA considers the office premises to be business premises and any electronic / network connections to be provided for business purposes. Therefore, the Agency reserves the right to institute electronic, visual, and / or other controls to monitor activity related to Agency network connections both internal and external to the Agency, for the purpose of safeguarding confidential information. The Agency may take actions which, in SRA’s sole discretion, protect confidential information from unauthorized storage, exposure, and use. The Agency may also inspect any area used for transacting business, electronic or physical space, or any property that is thought potentially to contain confidential information being carried off-premises, to ensure that confidential information is protected from unauthorized exposure and use.

### SRA Employees’ Role in Safeguarding Confidential Information

SRA employees are responsible for complying with laws and regulations regarding the safeguarding of confidential information. Employees are required to affirm that they understand this policy and their responsibility to safeguard confidential information. The Employee Agreement document is Exhibit B-1 to this Policy and its provisions are incorporated into this Policy.

The Agency will restrict access to sensitive information to those employees who require that information to perform their assigned duties.

1. Managers are responsible for requesting file access for their employees who require it, as well as requesting that access be blocked for their employees who no longer require it.
2. Managers are responsible for notifying the Information Systems Division by e-mail or in writing, before or at the time, of employee or contractor terminations to ensure that access privileges to Agency technology resources are revoked and assigned Agency equipment and access devices are collected.
3. In the event that an employee discovers that he or she has access to confidential information and need not have such access, that employee should notify his or her supervisor who, in turn, will alert the Agency’s Director of Information Systems Security along with any other organizational unit responsible for securing such information from unnecessary access or exposure, and request that access be appropriately restricted.

### Human Resources' Role in the Employment Process

SRA Office of Human Resources, working with the hiring supervisor, is responsible for reasonably verifying the work, criminal, and similar background of any prospective employee at SRA, prior to employment or within the probationary period of any individual, whether full-time, part-time, or non-benefits contractual. This process must, at a minimum, assure the Agency that the candidate's background is appropriate for duties to be assigned. Upon employment, and periodically reinforced through ongoing employee training, Human Resources will obtain affirmation from every employee that he or she understands this Policy on Safeguarding Confidential Information and agrees to comply with it.

### Information Systems' Role in Securing Confidential Information

SRA Information Systems (IS) is responsible for establishing and monitoring use of technology standards and tools that safeguard confidential information.

1. IS will research and apply / update tools to enhance Agency and individuals' compliance with this Policy.
2. IS will configure all Agency computing and networking equipment to enhance and enforce compliance, and will advise authorized remote users of non-Agency equipment how to access Agency technology in a manner that complies with this Policy.
3. Absent a secure transfer alternative, IS will transmit outbound electronic transfers of files to employers, including State agencies, and vendors containing non-public personal information on behalf of the Agency.
4. IS will staff and maintain an Information Security function on behalf of the Agency, which will monitor compliance and report to appropriate Agency supervisors any compliance-related issues as they arise.

### Contractors' Role in Safeguarding of Confidential Information

SRA will ensure that any Contractor organization or business partner that performs business services for the Agency, and its respective employees, will adhere to equivalent or more stringent standards in safeguarding confidential information as are in place at the Agency. This applies both to on-premise work at SRA and also to any transport, use, or storage of confidential information by the Contractor off-premise. SRA Procurement, in consultation with the contracting SRA business unit's Contract Manager, will include appropriate provisions in service contracts to support this policy. A sample of this contract language is contained in the Exhibit B-2 to this Policy, applicable for service provider organizations.

### Remote Access to Confidential Information

The Agency selectively provides secure access to SRA's computing resources from locations outside Agency premises for business purposes, such as (but not exclusively) Outlook Web Access for e-mail retrieval and scheduling. This includes access from employees' home-based computers, remote laptop computers, and personal devices (e.g., BlackBerry or other mobile receivers).

Employees or other authorized individuals (e.g., members of the Board of Trustees) who access or use SRA computing resources remotely are responsible for protecting the Agency's confidential information at all times, to an equivalent level to that which the Agency does on its own premises including secure storage of information when not in immediate use. Individuals permitted remote access must not transact Agency business involving confidential information using any unsecured device, nor exchange confidential information using unsecured means, for example, text or instant messaging or the unsecured Internet.

In addition, individuals permitted remote access are responsible for maintaining adequate, current, and appropriate firewall protection, anti-virus screening, and similar safeguards on any remote computing environment and for ensuring that no unnecessary and / or unprotected copies of confidential information -- on physical paper or in electronic formats such as, but not exclusively, tapes, CDs, DVDs, or flash drives -- are created or maintained external to the Agency. Information Systems will advise individuals, upon request, on acceptable computer-related products and approaches to ensure adequate protection of Agency information.

Maintaining Confidentiality During Information Exchanges with Participating Governmental Units and Benefits-Related Vendors

In the course of business, the Administration Division may be required to send NPPI to parties outside the Agency, such as participating governmental units (PGUs), vendors that provide benefits to members and retirees, auditors, actuaries, and contractors that produce and / or distribute reports to members and retirees on behalf of the Agency. Appropriate care must be taken to ensure that any such confidential information exchanges leaving the Agency are accomplished securely.

1. Confidential information will only be sent to authorized recipients who require it; the recipients' identity must be reasonably verified prior to any information transfer.
2. To the extent practical, documents or files sent to outside parties must contain only the minimum information required for the receiving party to fulfill its service or mission.
3. Confidential information involved in these transfers must be protected.
  - a. The Agency's policy is that users of the Internet have no reasonable expectation of privacy; therefore, the Internet is inherently NOT adequately secure to transact such business with outside parties without further protection.
    - i. For electronic data files -- for example, reports, documents, or spreadsheets -- that contain NPPI, if a secure Internet site or portal is not available (either from the Agency or the other party) for the exchange, confidential electronic data must be encrypted prior to transfer through other available means. Information Systems must determine on behalf of the Agency, whether any given Internet transfer scheme or portal site is secure.
    - ii. A Division Director or his/her designee who did not prepare the transfer itself must approve the transfer.
    - iii. Each Division must maintain an inventory of all such transfers, capturing to whom the transfer was made, what was transferred, what mechanism was used, and who transacted the transfer.

- iv. E-mail exchanges that fall within this subheading must not contain unprotected confidential information, including attachments.
- b. For physical media that contain NPPI – for example, printed reports, unencrypted tapes, or other unsecured formats – a bonded courier carrying a sealed envelope, requiring a receiving signature, is the preferred means of information exchange.
- c. For information exchanged in telephone conversations, only required information should be disclosed, and then only after establishing that the receiving party is authorized to receive the specific information being communicated.
- d. For information sent via United States Postal Service, clearly identify the name and address of the intended recipient; include the name and return address of the sender; and add a confidentiality statement to documents containing confidential data, such as: *“CONFIDENTIAL – UNAUTHORIZED USE OR DISCLOSURE IS STRICTLY PROHIBITED”*. In addition, ensure that confidential data cannot be read through the envelope or envelope window; use a secure mail depository; and do not include complete Social Security numbers on correspondence.
- e. A FAX can be acceptable but only if the receiving FAX machine is in a secured location and a cover sheet is used directing the FAX to an authorized recipient. It is imperative that the cover sheet clearly identify the name of the intended recipient; total number of pages; name of sender; telephone number of sender; and a confidentiality statement. Sending confidential information via FAX provides a reasonable level of protection if precautions are taken. Precautions should include, but are not limited to, checking FAX machine “receipts” to ensure the transmission was successfully sent to the number for which it was intended.

#### Actions in the Event of an Information Breach

Any unapproved or inadvertent disclosure of confidential information by any employee must be reported immediately by that employee to his or her supervisor, who must immediately alert (a) the head of the employee’s organizational division, who in turn shall immediately alert the Executive Director, and (b) the Information Systems Help Desk. Working with Information Systems, the Executive Director and the Agency’s executive staff shall take immediate actions to contain, minimize, or avert risk exposure to the Agency as a result of the disclosure.

The Agency’s Executive Director or designee is responsible for appropriate notifications to affected parties in the event of any breach of sensitive or confidential information, and for communicating on the behalf of the Agency with outside media, law enforcement, or other parties.

## **Exhibit B-1 – Employee Agreement To Safeguard Confidential Information**

As an SRA employee or contractor, I understand that I am responsible to safeguard confidential information. To accomplish this, I agree to adhere to the following practices:

1. I will not examine or discuss confidential information unless it is required for the performance of my assigned job duties, and I will make every effort to accurately interpret that information.
2. I will comply with the restrictions of applicable laws and regulations that limit disclosure of confidential information only to authorized individuals, and I will verify beforehand the identity of any individual to whom I disclose confidential information.
3. I will log off any system containing confidential information when not actively using it, and electronically lock workstations / keyboards when leaving a work area unattended, to prevent unauthorized use.
4. I will comply with any specific SRA Division or unit policies that require securing materials containing confidential information during the work day, so that it is not readily accessible.
5. At the end of the day, I will make reasonable efforts to properly secure confidential information to prevent unauthorized access.
6. I will not share passwords, access codes, and similar information, nor leave them at any time on desks, under keyboards, or in any other unsecured location.
7. I will keep track of confidential information that becomes dated or unnecessary over time.
  - a. If in paper format, once it is no longer needed, I will promptly bring confidential information to secure paper recycling bins (not open bins) or, alternatively, shred it. I will not place confidential information in regular trash containers, put it aside for later recycling, or retain it beyond its useful period.
  - b. If in electronic format, once it is no longer needed, I will delete confidential information.
8. In the event I need to transmit confidential personal information to a Participating Governmental Unit (PGU) or a benefits-related business partner, in the absence of a secure transfer alternative, I will request Information Systems to handle the transmittal, according to Agency procedures.
9. In the event that I need to personally transport confidential personal information outside the Agency, I will obtain the approval of an SRA supervisor. In the event that this information is in electronic format, I will work through Information Systems to encrypt and place it onto portable storage media (CD, DVD, flash drive, USB memory stick, etc.), and then delete this information when it is no longer needed.
10. I will not store unprotected confidential information on local (e.g., C:) drives of workstations and laptop computers.
11. I will not send outbound e-mail messages to members, employers, or benefits-related vendors that include unprotected identity-related confidential information such as addresses, Social Security numbers, telephone numbers, and bank account information. If confidential information is sent to me by one of these outside parties in an e-mail message, and a reply is warranted, I will either (1) delete or X-out the confidential information in the original message, if it is to be included in the reply, or (2) not include the original message with the reply.

12. I will not exchange confidential information using unsecured means, for example, text or instant messaging, hotel / motel computer networks, public wireless Internet networks, or public Internet kiosks. For Agency business, I will always use Agency-provided utilities, e.g., Outlook Web Access (OWA) or SRA Remote Desktop.
13. I will comply with Maryland's Public Ethics Law, which states that, except in the discharge of an official duty, I will not disclose or use confidential information, acquired by reason of my employment and not available to the public, for personal economic benefit or for the economic benefit of another.
14. In the event that I witness a breach of confidentiality, I will inform my supervisor without delay and support the Agency's response actions to any breach.

I understand that these practices are considered essential for SRA to assure its Board and constituents that the Agency is properly fulfilling its duties to safeguard confidential information. I understand that any employee who refuses to sign this certification will be terminated. I understand that any employee who subsequently violates the Agency's Policy on Safeguarding Confidential Information will be subject to disciplinary action, up to and including termination of employment and / or legal action.

#### Employee Certification

I have read the Agency's Policy on Safeguarding Confidential Information and this Employee Agreement, and I understand their meaning. Further, I agree to carry out employee-related responsibilities in accordance with the provisions of this Policy.

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Name (printed)

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Signature

Date: \_\_\_\_\_

## **Exhibit B-2 – Contractor Responsibilities To Safeguard Confidential Information**

### **Consider For Requests for Proposals and/or Service Provider Contracts**

The Agency is the custodian of “confidential information,” which includes Agency-Confidential Information and Non-Public Personal Information (NPPI) of both members and retirees of the retirement and pension systems.

Agency-Confidential Information is defined as being critical to the operation of the Agency and potentially damaging to the interests of the Agency if released beyond those with a need-to-know. Examples of Agency-Confidential Information include, but are not limited to: procurement information, passwords controlling electronic access to SRA resources, combinations to locks, access cards / devices controlling access to SRA premises, Agency investment strategies, employee personnel records, SRA bank account numbers, employee and vendor performance records, sensitive information related to legal actions, etc.

NPPI is defined as any personally-identifiable information the Agency collects and stores, from employers, employees, and / or retirees, that is not available to the general public. Examples of NPPI retained by the Agency include, but are not limited to, names in combination with: retirement or pension plan affiliations, addresses, telephone numbers, social security numbers, bank account information, payment histories, compensation and work histories, employers, memberships, personal medical information, health and other benefit plan selections, and names of relatives and beneficiaries.

The Contractor, its employees, and subcontractors shall attest that it understands that the Agency retains confidential information and that all such confidential information shall be protected by the contractor at all times. At no time shall confidential information be removed, in any format, including but not limited to remote electronic access, from the Agency’s premises except as specifically approved in writing by the Agency on a case-by-case basis.

1. In the discretion of the Agency, a breach of confidentiality is cause for immediate termination of the contract with the Contractor.
2. The Agency shall determine what Agency-related information falls within the definition of Confidential Information.
3. The Contractor shall perform background checks on all of its employees who have any access to Confidential Information. The contractor shall have policies and procedures in place to ensure the confidentiality of Confidential Information.
4. The Contractor shall provide for the physical and electronic security of confidential information at all times when information is under the Contractor’s control, and must be able to determine any breach of NPPI.
  - a. Upon request by the Agency, the Contractor shall disclose to the Agency what safeguards it has in place to secure Confidential Information, to the extent that such disclosure does not compromise the Contractor’s own confidential or proprietary information, but sufficient to assure the Agency that the Agency’s confidential information is secure.
  - b. The Agency shall have the right to confirm that the Contractor has satisfied its obligations under the terms of the agreement, in a mutually acceptable manner, to include review of Contractor audits, summaries of test results, or other equivalent evaluations.

- c. The Contractor shall not make copies of any the Agency-supplied information, except as required for back-up or redundancy, and shall destroy or return to the Agency any information that is no longer necessary for the Contractor to fulfill its obligations. In no event shall any data survive the end of a contract and the Contractor must certify any destruction (including back-up copies) to the Agency.
5. Where consent to subcontracting is granted by the Agency, the Contractor remains responsible for ensuring that any Subcontractor agrees to provide at least equivalent safeguards of confidential information to those of the Contractor, and shall receive Agency approval of these Subcontractor safeguards prior to commencement of the subcontract. Notwithstanding any subcontract, it remains the Contractor's responsibility to the Agency to safeguard confidential information.
6. The Contractor shall immediately notify the Agency and provide available details by telephone, with confirmation in writing, in the event of a breach or potential breach of confidential information
  - a. The Contractor must promptly and continually assess the extent and breadth of any possible or confirmed breach of the Agency's confidential information and shall remain in frequent, regular contact with the Agency regarding the incident.
  - b. The Contractor must take prompt action to remedy conditions that may have caused a breach, or, in the event of a potential breach, to address conditions that have been identified as having the potential to cause a breach.
7. Contractor personnel shall not connect non-MSRA equipment to the Agency's computing resources without prior written approval by the Agency's Contract Monitor; if approved, the Contractor is required to provide protections equivalent to the Agency's protection of its own equipment.